

# ATALAN<sup>TM</sup> BALLISTIC INSERTS



Product Sheet for the 'ATALAN' series of high-performance ballistic inserts

To order or find more information, please visit roninarmour.com/atalan

**Revision A - EN** 

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#### **ABOUT RONIN ARMOUR SYSTEMS**

Located in a small city on the edge of Southern Jutland in Denmark near the German border, we help contribute to keeping a long-standing local tradition of craftsmanship alive.

We pride ourselves on keeping our manufacturing in-house, focusing on quality, consistency, reliability, and a great internal emphasis on keeping our personnel happy and satisfied to avoid mishaps and oversights.

We design, draft and produce all of our soft products, both ballistic and non-ballistic, in our own facility that houses dedicated design, prototyping, cutting, drafting, sewing, sealing and packaging workshops.

#### **BEYOND SURVIVABILITY**

We go beyond survivability with our products and have extensively focused on multi-hit performance with increased safety margins so our end-users can have peace of mind that their armour will perform when they need it the most.

Similarly, no armour provides any protection if it isn't worn.

Because of this, we emphasise comfort, of which weight and flexibility are the primary criteria.



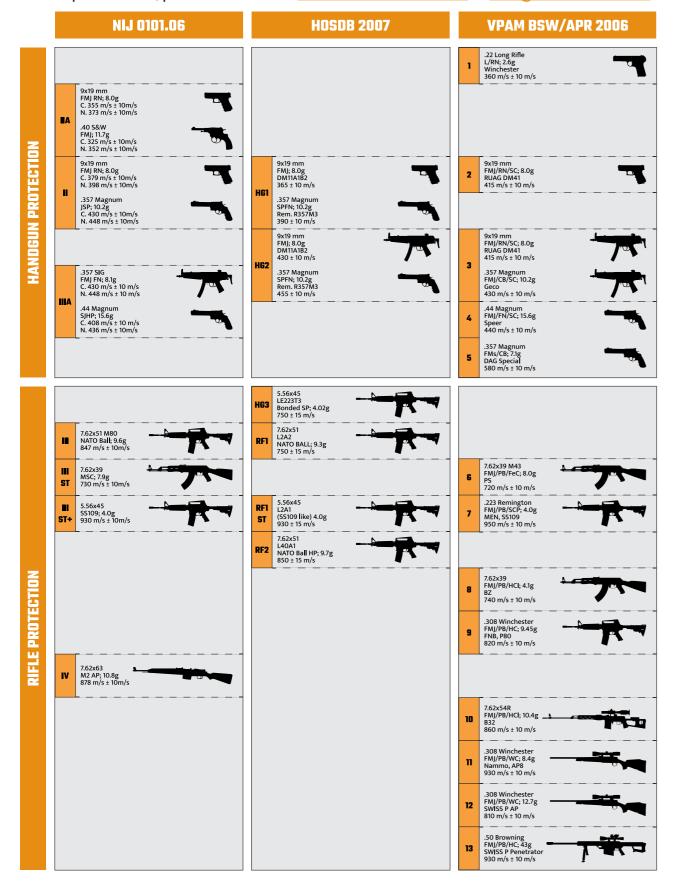
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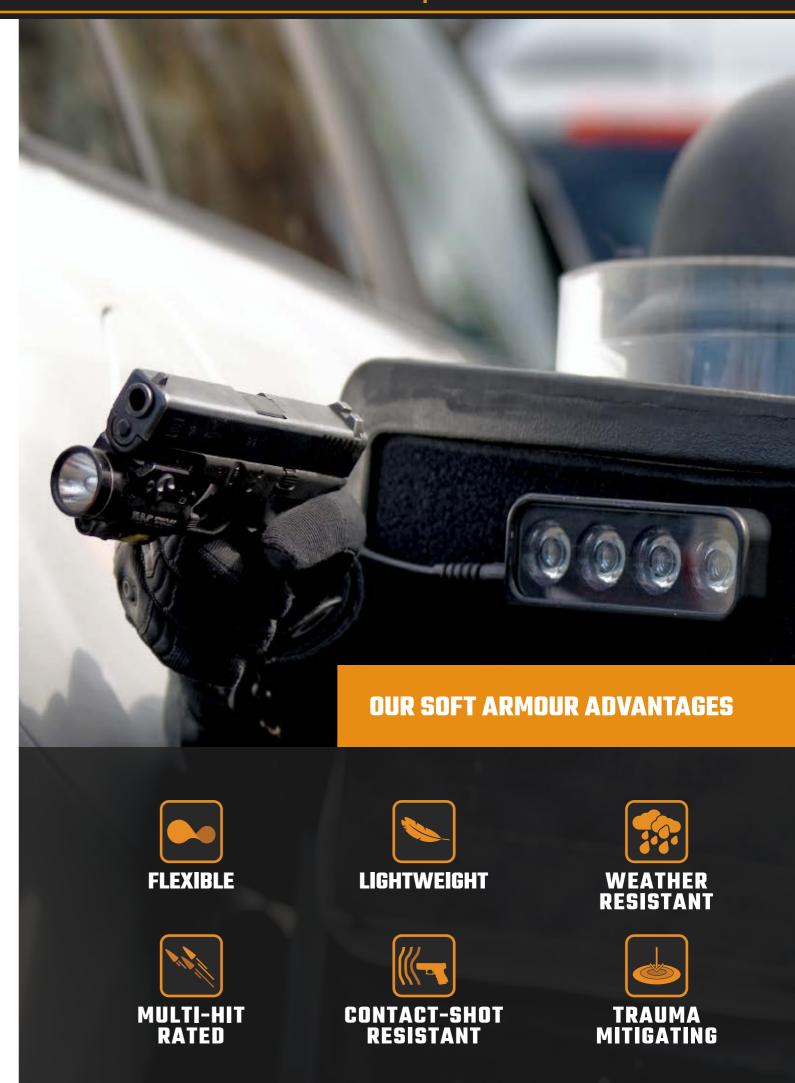
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## **THREAT & STANDARD COMPARISON TABLE**

The below matrix provides an overview of the most widely used ballistic standards.

For bespoke threats, please contact us at <a href="mailto:roninarmour.com/contact">roninarmour.com/contact</a> or <a href="mailto:oem@roninarmour.com/contact">oem@roninarmour.com/contact</a> or <a href="mailto:oem">oem@roninarmour.com/contact</a> or <a href="mailto:oem">oem</a> or <a href="mailto:oem">oem</a>







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# HIGH-VALUE HYBRID LAYUP

## **AFFORDABLE NEXT-LEVEL PERFORMANCE**

Working on similar principles as our ARGO™ lineup, the ATALAN™ features an equivalent hybridised lamination system. Opting for an affordable mix of rubber elastomer and polyurethane resin systems in a joint layup allows the ATALAN™ to keep the benefits but shake the cost.

The result of this hybridised lamination is an increase in yarn-to-yarn and layer-to-layer friction during impact, further expanding the engaged surface area of the material and converting excess energy into heat which is then quickly and efficiently dissipated.

## **ALL-DAY WEARING COMFORT**

With a total thickness of only 7 mm (0.27") and the joint benefits of a hybridised construction, the ATALAN $^{\rm IM}$  can conform to multidimensional compound curves without printing or bulging when appropriately worn, making it suitable for any body type.

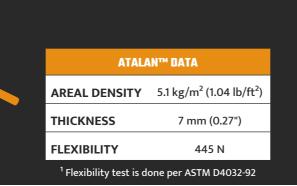
Its self-structured unidirectional layup significantly increases comfort while also helping to distribute the load of each panel, making it ideal for covert or undercover operations and a comfortable option for day-to-day duty wear.

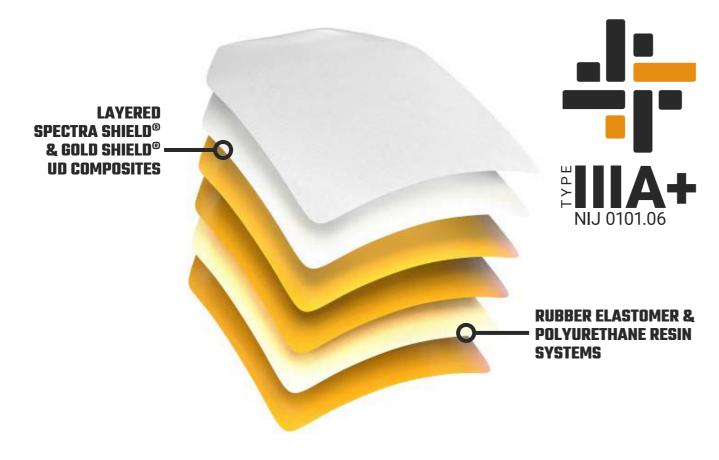
## **AN ACCESSIBLE HYBRID**

The core of the ATALAN™ lineup consists of Gold Shield® and Spectra Shield® unidirectional laminates, providing unparalleled trauma mitigation and advanced threat protection in an affordable, lightweight package.

To learn more, please visit <u>roninarmour.com/atalan</u>

# **HIGH-VALUE HYBRID**





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ATALAN™ builds on what we learnt when designing our flagship ARGO™ lineup and features high-tenacity Gold Shield® and flexible Spectra Shield® laminates in a high-value alternating hybridised layup.

Employing these high-quality laminates, the ATALAN™ lineup not only provides better performance than competing woven solutions but does so in a significantly lighter and thinner package.



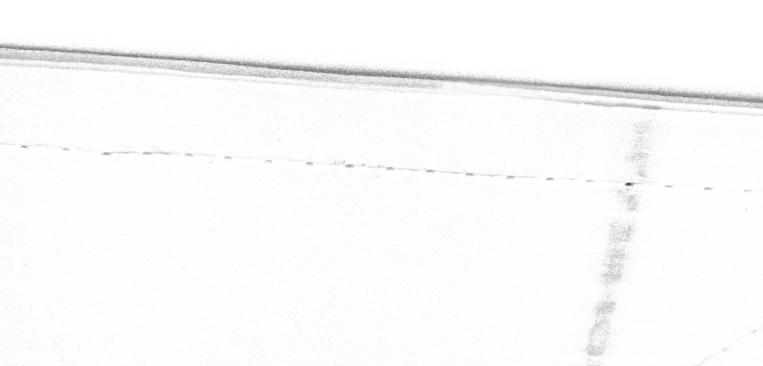


## **ALL-DAY COMFORT WITH ADVANCED** THREAT MITIGATION

Following the success of our ARGO™ lineup, we wanted to bring a similar hybrid system to market at a significantly more value-friendly price point.

The culmination of our efforts resulted in the ATALAN™. This hybrid lineup features minimal compromises, an impressive threat profile, a slim layup and an unmatched weight-to-performance ratio at the given asking price.

Explicitly designed to offer similar features to our ARGO™ series in a value-oriented package without compromising on ballistic properties, the series is only slightly denser and thicker than its higher-end counterpart.



## **ATALAN™ STANDARD MODEL MATRIX**

The below matrix provides an overview of our standard offerings and lists applicable details.

For bespoke sizes and cuts, please contact us at <a href="mailto:roninarmour.com/contact">roninarmour.com/contact</a> or <a href="mailto:oem@roninarmour.com/contact">oem@roninarmour.com/contact</a> or <a href="mailto:oem">oem@roninarmour.com/contact</a> or <a href="mailto:oem">oem@roninarmour.com/oem</a> or <a href="mailto:oem">oem@roninarmour.com/oem</a> or <a href="mailto:oem">oem@roninarmour.com/oem</a> or <a href="mailto:oem">oem</a> or <a href="mailto:oem">oem@roninarmour.com</a> or <a

ORDER ID	MODEL	SIZE	CUT	WEIGHT	THICKNESS	PROTECTIVE AREA
R657	-	NATO SMALL - 20×25 cm (8×10")	SAPI CUT	260 g (9.1 oz)	7 mm (0.27")	504.8 cm <sup>2</sup> (78.2 in <sup>2</sup> )
R656	-	NATO STANDARD - 25×30 cm (10×12")	SAPI CUT	390 g (13.7 oz)	7 mm (0.27")	762.7 cm <sup>2</sup> (118.2 in <sup>2</sup> )
R651	-	SAPI XS - 18.4×29.2 cm (7.25×11.5")	SAPI CUT	275 g (9.7 oz)	7 mm (0.27")	537.7 cm² (83.2 in²)
R652	-	SAPI S - 22.2×29.8 cm (8.75×11.75")	SAPI CUT	330 g (11.6 oz)	7 mm (0.27")	649.5 cm <sup>2</sup> (100.6 in <sup>2</sup> )
R653	-	SAPI M - 24.1×31.7 cm (9.5×12.5")	SAPI CUT	380 g (13.4 oz)	7 mm (0.27")	749.5 cm <sup>2</sup> (116.2 in <sup>2</sup> )
R654	=	SAPI L - 26×33.6 cm (10.25×13.25")	SAPI CUT	430 g (15.1 oz)	7 mm (0.27")	846.8 cm <sup>2</sup> (131.25 in <sup>2</sup> )
R655	-	SAPI XL - 28×35.5 cm (11×14")	SAPI CUT	490 g (17.3 oz)	7 mm (0.27")	963 cm² (149.25 in²)
R659	-	SIZE SMALL - 20×25 cm (8×10")	SHOOTER'S CUT	250 g (8.8 oz)	7 mm (0.27")	483.4 cm² (74.9 in²)
R658	-	SIZE LARGE - 25×30 cm (10×12")	SHOOTER'S CUT	380 g (13.4 oz)	7 mm (0.27")	743.8 cm <sup>2</sup> (115.3 in <sup>2</sup> )
R660	-	SIDEPLATE - 15×15 cm (6×6")	SQUARE CUT	125 g (4.4 oz)	7 mm (0.27")	247.5 cm <sup>2</sup> (38.3 in <sup>2</sup> )
R661	-	SIDEPLATE - 15×20 cm (6×8")	SQUARE CUT	165 g (5.8 oz)	7 mm (0.27")	322.5 cm <sup>2</sup> (50 in <sup>2</sup> )
R668	-	NATO SMALL - 20×25 cm (8×10")	SQUARE CUT	260 g (9.1 oz)	7 mm (0.27")	514.7 cm <sup>2</sup> (79.8 in <sup>2</sup> )
R667	-	NATO STANDARD - 25×30 cm (10×12")	SQUARE CUT	395 g (13.9 oz)	7 mm (0.27")	773.5 cm² (119.9 in²)
R662	-	SAPI XS - 18.4×29.2 cm (7.25×11.5")	SQUARE CUT	290 g (10.2 oz)	7 mm (0.27")	562.7 cm² (87.2 in²)
R663	-	SAPI S - 22.2×29.8 cm (8.75×11.75")	SQUARE CUT	350 g (12.3 oz)	7 mm (0.27")	684.9 cm <sup>2</sup> (106.1 in <sup>2</sup> )
R664	-	SAPI M - 24.1×31.7 cm (9.5×12.5")	SQUARE CUT	400 g (14.1 oz)	7 mm (0.27")	789.7 cm <sup>2</sup> (122.4 in <sup>2</sup> )
R665	-	SAPI L - 26×33.6 cm (10.25×13.25")	SQUARE CUT	460 g (16.2 oz)	7 mm (0.27")	896.8 cm² (139 in²)
R666	-	SAPI XL - 28×35.5 cm (11×14")	SQUARE CUT	660 g (23.2 oz)	7 mm (0.27")	1017.3 cm² (157.7 in²)
				0.4		

ALL SIZE DIMENSIONS ARE ± 6 MM, AND ALL WEIGHTS ARE ± 5% OR ± 230g OR WHICHEVER IS GREATER.



## THREAT OVERVIEW



Our inserts are tested against both the VPAM and NIJ standards, which call for different shot spacing and the number of rounds.

For VPAM threats, we shoot our panels 7 times. 3 of these hits have 75 mm spacing in an equilateral triangle in accordance with Annex 3.1 of VPAM BSW2006. The consequent 3 shots follow the same pattern but have 25 mm spacing to test true multihit performance. The last round is fired 30 mm from the edge of the panel, to ensure edge-hit protection.

For NIJ threats, the panel is shot 6 times with equal spacing between each shot and the edge of the insert in accordance with NIJ 0101.06.

Please be aware that our multi-hit tests are carried out on 30x30 cm panels to provide adequate spacing between different tests.

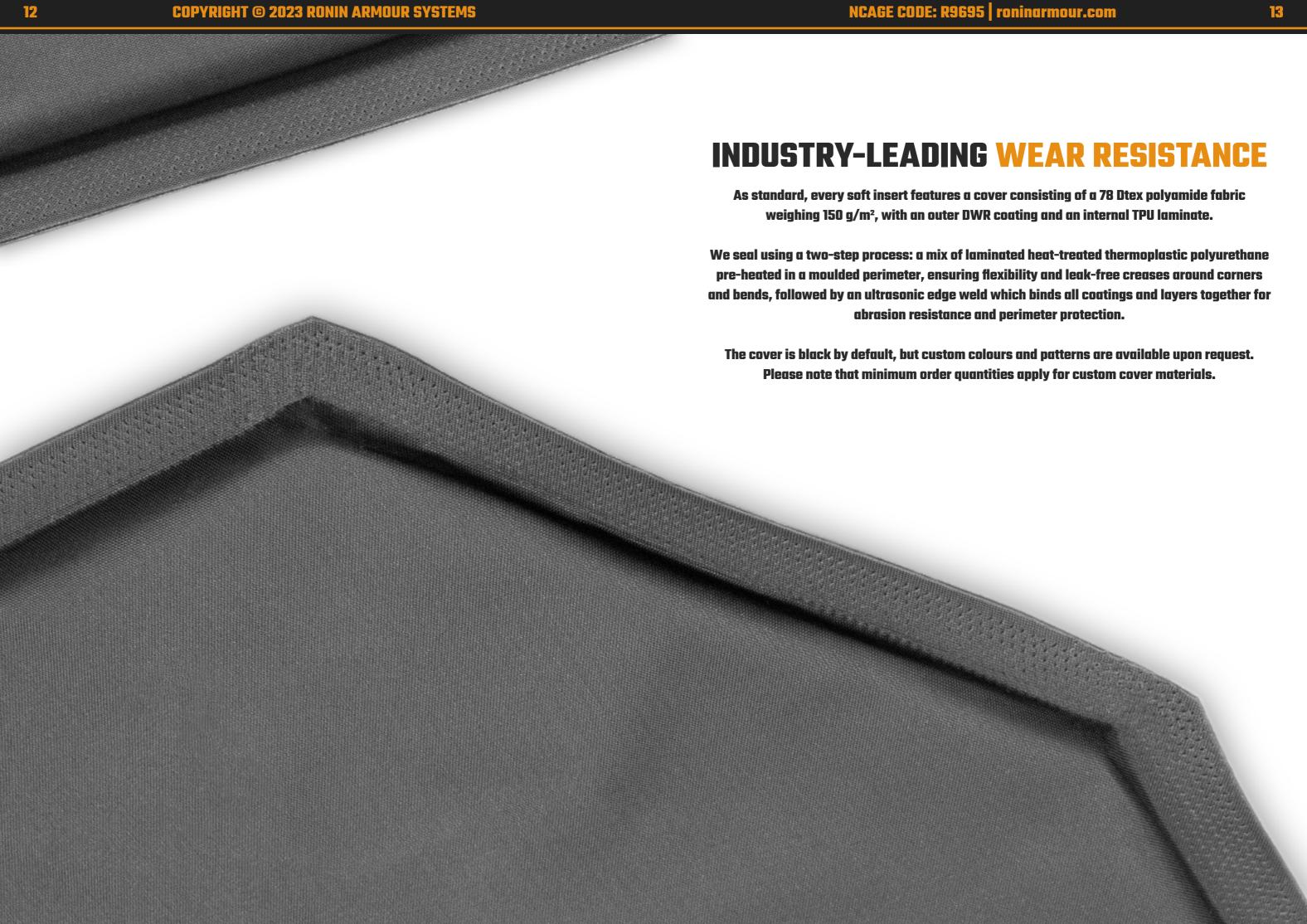
As such, real-world performance may differ on smaller panels.

STANDARD	PLATFORM	PROJECTILE	WEIGHT	VELOCITY	VARIANCE	TRAUMA LIMIT
VPAM 2006	Handgun	9×19mm (FMJ² RN⁵ SC⁶)	8g (124 gr)	415 m/s (1360 fps)	±10 m/s (±30 fps)	< 22mm (< 0.8")
NIJ 0101.06	Handgun	9×19mm (FMJ² RN⁵)	8g (124 gr)	436 m/s (1430 fps)	±10 m/s (±30 fps)	< 44mm (< 1.7")
NIJ 0101.06	Handgun	.357 Magnum (JSP <sup>1</sup> )	10.2g (158 gr)	427 m/s (1400 fps)	±10 m/s (±30 fps)	< 44mm (< 1.7")
NIJ 0101.06	Handgun	.40 S&W (FMJ²)	11.6g (180 gr)	352 m/s (1155 fps)	352 m/s (1155 fps)	< 44mm (< 1.7")
NIJ 0101.06	Handgun	.357 SIG (FMJ <sup>2</sup> FN <sup>3</sup> )	8g (125 gr)	448 m/s (1470 fps)	±10 m/s (±30 fps)	< 44mm (< 1.7")
NIJ 0101.06	Handgun	.44 Magnum (SJHP <sup>4</sup> )	15.5g (240 gr)	436 m/s (1430 fps)	±10 m/s (±30 fps)	< 44mm (< 1.7")
SPECIAL	Handgun	7.62×25mm Tokarev (FMJ²)	5.5g (85 gr)	450 m/s (1475 fps)	±15 m/s (±50 fps)	NA
SPECIAL	Handgun	9×19mm +P+ (SXT)	8.2g (127 gr)	408 m/s (1340 fps)	±15 m/s (±50 fps)	NA
SPECIAL	Handgun	5.7×28mm SS195 (LFHP <sup>7</sup> )	1.7g (27 gr)	610 m/s (2000 fps)	±10 m/s (±30 fps)	NA
SPECIAL	Handgun	5.7×28mm SS197	2.6g (40 gr)	545 m/s (1790 fps)	±10 m/s (±30 fps)	NA

The following table applies to the ATALAN  $^{\mbox{\tiny TM}}$  lineup.

<sup>1</sup> Jacketed Soft Point, <sup>2</sup> Full Metal Jacketed, <sup>3</sup> Flat Nose, <sup>4</sup> Semi Jacketed Hollow Point, <sup>5</sup> Round Nose, <sup>6</sup> Lead Soft Core, <sup>7</sup> Lead Free Hollow Point **WARNING:** Certain powder, projectile and barrel length combinations will exceed the capabilities of this armour.





## **EXPLORE OUR SOFT ARMOUR LINEUP**

High-performance soft armour inserts ranging from thin and light to highly specialised layups.



## **PALLAS<sup>TM</sup>**



Cost-effective, flexible, thin, and with stopping power for the most common threats. To learn more, visit <u>roninarmour.com/pallas</u>

AREAL DENSITY	THICKNESS	FLEXIBILITY
6.5 kg/m <sup>2</sup> (1.33 lb/ft <sup>2</sup> )	8.5 mm (0.33")	450 N

	MATERIALS
CORE	TWARON® UD
MITIGATION	CURV® Impact™
DISPERSION	CARNA™ Urethane Polymer
RESIN SYSTEM	Polyethylene Thermoplastic
THREAD	Dyneema® SK75

## **PROTEATM**



Unparalleled flexibility based on a unique hybrid laminate solution.

To learn more, visit roninarmour.com/protea

AREAL DENSITY	THICKNESS	FLEXIBILITY
5.5 kg/m <sup>2</sup> (1.13 lb/ft <sup>2</sup> )	5.2 mm (0.2")	230 N

MATERIALS				
CORE	Dimensionally PES stitched Twaron® microfilaments			
RESIN SYSTEM	Polyethylene			
THREAD	Dyneema® SK75			

## **ARESTM**



A dedicated backer for hard-armour optimised for energy and fragmentation mitigation. To learn more, visit <a href="mailto:roninarmour.com/ares">roninarmour.com/ares</a>

AREAL DENSITY	THICKNESS	FLEXIBILITY
6.4 kg/m² (1.31 lb/ft²)	8.2 mm (0.32")	640 N

	MATERIALS
CORE	SPECTRA SHIELD®
MITIGATION	Twaron® Reinforced CURV® Impact™
RESIN SYSTEM	Rubber Elastomer
THREAD	Dyneema® SK75

## **ARGOTM**



Advanced multi-hit threat mitigation in a thin, lightweight package for all-day wear. To learn more, visit <a href="mailto:roninarmour.com/argo">roninarmour.com/argo</a>

AREAL DENSITY	THICKNESS	FLEXIBILITY
4.5 kg/m <sup>2</sup> (0.92 lb/ft <sup>2</sup> )	6 mm (0.23")	470 N

	MATERIALS
CORE	SPECTRA SHIELD® & GOLD SHIELD®
RESIN SYSTEM	Polyolefin & Polyurethane
THREAD	Dyneema® SK75

## **TYR**<sup>TM</sup>



Extreme trauma mitigation for the most demanding scenarios.

To learn more, visit <u>roninarmour.com/tyr</u>

AREAL DENSITY	THICKNESS	FLEXIBILITY
8.5 kg/m <sup>2</sup> (1.74 lb/ft <sup>2</sup> )	12 mm (0.47")	520 N

	MATERIALS
STRIKE-FACE	Mixed-Weave Twaron®
CORE	SPECTRA SHIELD® & Twaron® UD
MITIGATION	Twaron® Reinforced CURV® Impact™
DISPERSION	CARNA™ Urethane Polymer
RESIN SYSTEM	Polyethylene, Rubber Elastomer & SBR Adhesive
THREAD	Dyneema® SK75

# **RELIABILITY & QUALITY**





#### **INVESTING IN BALLISTICS R&D FOR OUR END USERS**

The past couple of years has shown significant advancements in ballistic engineering and material development. Leveraging improvements at the fibre and lamination level, we're operating on the leading edge of armour solutions, working alongside our suppliers, partners, end users and ballistics researchers to bring the most innovative ballistic packages to market.

We help lighten the load for our end users, increase comfort by improving flexibility and keep them safe every day from new and emerging threats alike.

#### A COMMITMENT TO SAFETY IS A COMMITMENT TO QUALITY

Manufacturing armour systems requires a unique dedication to quality. When our end users don any platform that carries our armour, we want to ensure they can reliably count on that armour to perform flawlessly if it ever has to serve its purpose, regardless of what it has been through.

To ensure this, we have dedicated quality control checkpoints throughout the manufacturing process, spanning from material entry to final packaging and shipment. Our internal quality control system allows us to know exactly which piece of armour contains which rolls of material, and how exactly that armour piece has moved through manufacturing, with details of every point of contact.

This allows us to constantly keep an eye out for mistakes, and ensure we are as close to perfection as possible, with zero tolerance for sub-standard handling or errors during any production step.

#### **FABRICS & LAMINATES**

Our fabric is sourced from within NATO exclusively, with most being manufactured in the US to adhere to the strict STANAG, TL and MIL-STD standards, with great care given to IR reflectivity profiles and durability.

#### **SEALING CAPABILITIES**

As standard, every soft insert features a cover consisting of a black 78 Dtex polyamide fabric weighing in at 150 g/m², with an outer DWR coating and an internal TPU laminate.

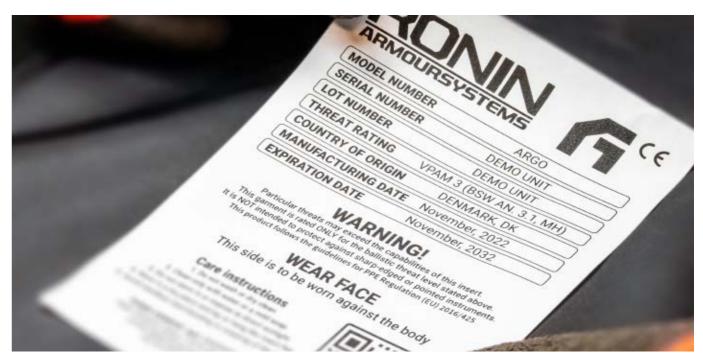
#### STATE-OF-THE-ART MATERIALS

Ballistic and trauma-mitigating materials are sourced exclusively from reputable partners and brands from Europe and the US, with material manufacturing located in those same regions. Our primary ballistic material partners are Teijin and Honeywell, with anti-trauma materials produced by Rogers Corporation and Propex.



All trademarks are property of their respective owners.

# **END-TO-END CAPABILITIES**



## **OEM/ODM SERVICES**

We provide OEM/ODM cutting, sewing, sealing and labelling services for soft ballistics with no minimum order quantities for existing and new brands wishing to enter the industry, who might not able to manufacture in-house.

#### **CUSTOM LAYUPS & MATERIALS**

Our existing product layups are available for use if you do not wish to or cannot design your own. Alternatively, we provide ballistic consulting if you're looking to stop a specific threat or reach a particular trauma level against a given threat profile at no additional charge.

Practical testing can be carried out inexpensively thanks to our close partnerships with ranges and testing laboratories if you don't wish to be in charge of this.

Minimum order quantities will apply if we have to import or acquire non-stocked materials. Don't hesitate to get in touch with us for a complete list of our continuously stocked materials.

#### **LABELING CAPABILITIES**

We provide black-and-white labels on the front and back of any inserts free of charge. As standard, our labels adhere to the NIJ's label requirements and resist peeling, water, as well as isopropyl and denatured alcohol.

#### **CUTTING CAPABILITIES**

Our entire cutting and processing workflow is entirely automated.

Thanks to this, we can process complex shapes and cuts using CAD/CAM with sub-millimetre precision, guaranteeing that every manufactured product has negligible variability.

A further advantage is that we can offer these services with no minimum order quantities, allowing you to scale from a single sample for testing to full-scale production.

#### **SEWING CAPABILITIES**

We use powerful sewing machines and made-to-order carbide needles to ensure clean material penetration for stitching operations. Depending on material type, density and lamination used, we can sew through 20-40 layers of unidirectional ballistic material with appropriate multi-step bartacking, be it for trauma reduction, layer adhesion or increasing multi-hit performance.

For all stitching operations on ballistic layups we utilise 840dTex Twaron® and Dyneema® SK75 sewing threads with respective breaking strengths at 215 and 120 newtons.

For more information, please visit <u>roninarmour.com/oem</u> or email <u>oem@roninarmour.com</u>

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#### Terms applicable only to business-to-business and OEM/ODM transactions.

1. Jurisdiction; Contract Formation. For purposes of these Terms and Conditions, the jurisdiction is Seller's location (the "Jurisdiction"). These Terms and Conditions, any Seller document attached hereto, and any other written or electronic communication of Seller that directs Buyer to or incorporates these Terms and Conditions, collectively constitute the "Contract Documents" (in the event of a conflict, these Terms and Conditions prevail) governing sale of goods and services described in the Contract Documents (the "Goods"). Buyer shall be deemed to ha sale of goods and services described in the Contract Documents (the 'Goods'). Buyer shall be deemed to nave accepted the provisions of the Contract Documents by any of the following: (a) signing and returning the Contract Documents to Seller; (b) sending to Seller a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods (including instructions to bill and hold) following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Goods; (f) paying for all or any part of the Goods; or (g) indicating in some other manner Buyer's acceptance of the Contract Documents. Seller may revoke its offer to sell the Goods at any time prior to Buyer's acceptance of the Contract Documents. Selier may revoke its order to sell the Goods at any time prior to Buyer's acceptance. Upon acceptance, Buyer irrevocably agrees and commits to purchase the Goods in accordance with the Contract Documents. Seller Hereby Objects To And Rejects the Provisions of Any Purchase Order Or Other Document which is inconsistent with or in addition to the Provisions of the Contract Documents (which inconsistent or Additional Provisions are Hereby excluded), and Seller's Offer AND Obligations are expressly conditioned upon Buyer's acceptance of these Terms and Conditions. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE GOODS (THE "CONTRACT") AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE, NO PRIOR OR CONTEMPORANEOUS PROPOSALS, OUGTATIONS, STATEMENTS. FORECASTS, SAMPLES, MODELS, SPECIFICATIONS, COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE

CONTRACT. In this Contract, "including" shall be deemed to mean "including without limitation.

2. Payment. Unless specified otherwise in the Contract, all invoices are payable in full, at Seller's office in the Jurisdiction, in the official currency of the Jurisdiction, within thirty (30) days after date of invoice. All payments shall be due and payable without offset, discount (unless explicitly provided for in the Contract) or any reduction in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness owing by Buyer, as shown in the books and records of Seller, without discharge of the remainder of any such indebtedness regardless of any statement by Buyer referring to or accompanying such payment. Buyer agrees to pay late payment charges for each month or portion thereof on any payment hereunder that is not made when due. The late payment charge rate shall be the lesser of (a) 125% of the prime rate of interest quoted by Citibank, in effect on the date of invoice (or if that rate is not then available, the prime rate of another hank in the uvicilities reached by Sellar), and (b) the maximum rate allowed by the the prime rate of another bank in the Jurisdiction selected by Seller), and (b) the maximum rate allowed by the governing law of the Jurisdiction. Seller may, at any time, in its sole discretion, limit or cancel any credit terms governing law of the jurisdiction. Seller may, at any time, in its sole discretion, limit or cancel any credit terms given to Buyer, and as a condition to Seller's obligations under the Contract (including manufacturing or delivering all or part of the Goods), Seller may, in its sole discretion, require Buyer to (i) pay in cash an amount sufficient to cover the unpaid Contract price (including all related transportation, storage and other costs to be charged to Buyer) or (ii) open and confirm an irrevocable commercial letter of credit in favor of Seller for such unpaid Contract price. Such letter of credit shall be payable on sight and be in a form and issued and confirmed by a bank or banks satisfactory to Seller, in its sole discretion. The terms of any such letter of credit shall comply with any requirements furnished by Seller to Buyer, including provisions for transferability, partial delivery, transshipment, and acceptance of stale documents. Buyer shall pay the full cost, including all banking charges, incurred in connee, confirmation and amendment of each such letter of credit. The opening or confirmation of such

with the issuance, confirmation and amendment of each such letter of credit. The opening or confirmation or sur letter of credit shall not discharge Buyer's direct payment obligation to Seller.

3. Default. Buyer shall be in default and fundamental and material breach of this Contract upon the occurrence of any of the following: (a) Buyer's uncured breach or nonfulfillment of this or any other contract with Seller; (b) Buyer's failure to open a letter of credit required by Seller in accordance with the Contract; (c) Buyer's failure to make timely payment to Seller for any installment of the Goods; (d) Buyer's failure to assort, specify, or accept any installment of non-defective Goods; (e) Buyer's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning Buyer (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by Buyer, Seller may, in addition to any other rights and remedies, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Contract (including any warranty) or any other contract with Buyer (with Buyer liable for damages); (ii) defer any shipment under this or any other contract; (iii) declare immediately due and payable all outstanding invoices under this or any other contract; (iv) immediately repossess all or any part of the Goods in transit or in the custody or control of Buyer pursuant to this or any other contract, at the sole risk and expense of Buyer; (v) finish all or any portion of its performance of the Contract and charge Buyer up to the full Contract price and (vi) re-sell all or any part of the Goods covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with Buyer responsible for all losses and expenses incurred in such sale. installment of non-defective Goods; (e) Buyer's insolvency, calling of a meeting of its creditors, or general assign

and expenses incurred in such sale.

4. Retention of Title. Unless specified otherwise in the Contract, all Goods delivered to Buyer shall remain the property of Seller, or if such retained title is not valid or enforceable under applicable law, Seller shall have and retain a security interest and lien in and against the Goods until Seller has received payment in full therefor. Buyer shall maintain all Goods which Seller has delivered but for which Seller has not been paid in full in a separate shall maintain all Goods which Seller has delivered but for which Seller has not been paid in full in a separate location, marked by conspicuous signage disclosing Seller's retained interest in such Goods and shall not transfer to any third party any interest in such Goods. Notwithstanding Seller's retained interest in the Goods, Buyer shall bear all risk of loss or damage with respect to the Goods and shall be responsible for maintaining full replacement cost insurance for the Goods, at Buyer's sole expense, with Seller named as a loss payee and additional insured, until Seller has been paid in full therefor. Notwithstanding Seller's retained interest in any of the Goods, Buyer shall until seller has been paid in full therefor. Notwithstanding Seller's retained interest in any of the Goods, Buyer shall be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Goods following delivery thereof by Seller in accordance with the Contract. Buyer will execute any document deemed necessary or appropriate by Seller, in its sole discretion, to perfect or enforce the retained interest of Seller in the Goods, or in the alternative, Seller may file or record the Contract or any memorandum or statement thereof without Buyer's signature.

5. Delivery, Bill and Hold. Unless specified otherwise in the Contract, Seller's delivery of the Goods shall be Ex Works

(EXW) Origin INCOTERMS® 2020, with risk of loss and damage passing to Buyer at such point, subject to Seller's rights under applicable law. For any Goods held subject to Buyer's instructions or which Seller, in its sole discretion rights under applicable law. For any Goods held subject to Buyer's instructions or which Seller, in its sole discretion has determined should be held for Buyer's account, Seller may invoice before delivery, with risk of loss or damage passing to Buyer as of the date of such invoice. Buyer shall pay all insurance, freight, and delivery charges as a separate item. Unless specified otherwise in the Contract, delivery of Goods in a quantity varying not more than ten percent (10%) from the Contract amount or one (1) commercial unit of the Goods purchased, whichever is greater, shall be deemed complete delivery of the Contract amount, and payment shall be made for the actual quantity delivered. Delivery may, in Seller's discretion, be made in severable installments, and installment deliveries shall be accepted by Buyer and paid for at Contract prices and terms. Unless specified otherwise in the Contract, all delivery dates are Seller's good faith estimates of shipping and are not guaranteed. Goods invoiced and held in any location for any reason shall be held at Buyer's risk and expense, and Seller may charge for insurance and storage

at prevailing rates.

6. Limited Warranties. SUBJECT TO SECTION 7, FOR ALL GOODS SOLD AS FIRST QUALITY, SELLER WARRANTS GOOD TITLE AND THAT THEY ARE OF SELLER'S STANDARD QUALITY AT THE TIME OF SUCH SALE. ALL OTHER GOODS SOLD HEREUNDER, INCLUDING GOODS SOLD AS "SECONDS," "AGED," "OFF-QUALITY," OR "DISCONTINUED LINES" ARE SOLD "AS IS." SELLER MAKES NO REPRESENTATION OR WARRANTY BEYOND ANY EXPLICIT STATEMENTS CONTAINED IN THE CONTRACT AS TO THE FLAMMABILITY CHARACTERISTICS OF THE GOODS OR THAT THE GOODS. OR ANY ITEM. ARTICLE OR PRODUCT CONTAINING OR INCORPORATING THE GOODS. CONFORM TO APPLICABLE FLAM-MABILITY STANDARDS, IF ANY, OR HAVE BEEN TESTED FOR CONFORMITY THERETO. BUYER'S FAILURE TO OBTAIN AN EXPLICIT WARRANTY OF FLAMMABILITY AND TESTING IN THE CONTRACT PRIOR TO DELIVERY OF THE GOODS SHALL RELIEVE SELLER OF ANY LIBBILITY ASSOCIATED WITH THE FAILURE TO PROVIDE SAID INFORMATION, BUYER ACKNOWLEDGES THAT SUBSEQUENT FINISHING TREATMENT, USE IN COMPOSITE STRUCTURES, OR OTHER ALTER-ATION OF THE GOODS CAN ADVERSELY AFFECT THE GOODS' FLAMMABILITY CHARACTERISTICS AND THAT, UNDER SOME CONDITIONS. THE GOODS WILL BURN AND THEREFORE CAUTION SHOULD BE USED NEAR SOURCES OF HEAT OR FLAME, EXCEPT FOR ANY SUCH LIMITED WARRANTIES THAT SELLER MAY EXPRESSLY AND SPECIFICALLY PROVIDE OR FLUME. EXCEPT FOR ANY SOLD LIMITED WARRANTIES IN SELECT WAR SELECT AND SELECTION. ELECTRICATE FROM A LICENTRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED. BUYER ASSUMES ALL RISK AND LIABILITY CONCERNING THE USE OF GOODS. 7. Limitation of Liability, WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF SELLER, THE DAMAGES RECOVERABLE BY BUYER BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE GOODS SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE GOODS PAID BY BUYER WITH RESPECT TO WHICH SUCH CLAIM IS MADE. AND IN NO EVENT SHALL SELLER BE LIABLE FOR BUYER'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE GOODS. Even if losses are deemed direct losses, Seller shall not be liable for loss of production, loss of profits, loss of business, loss of contracts, loss of revenues, loss of goodwill or loss of opportunity or any similar losses. Any technical advice or assistance that Seller furnishes to Buyer hereunder and the results thereof are provided at Buyer's sole risk and expense. Nothing in this Contract excludes or limits the liability of a Party for (a) fraud or

fraudulent misrepresentation; (b) death or personal injury caused by its negligence; or (c) any other liability which

a Party is legally prohibited from excluding or limiting, to the extent of such prohibition.

8. Defects and Claims. Buyer shall examine and test Goods within ten (10) days after receipt and before use or resale and shall give Seller prompt notice of any alleged nonconformits, Buyer's use or resale of Goods shall be deemed acceptance as conforming to this Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. Buyer shall be deemed to have accepted the Goods, and any right to cancel, reject, or claim damages shall expire, and Buyer shall lose and waive any right to rely upon or claim nonconformity of the Goods, unless Buyer's written and particularized claim is received by Seller (a) within ten (10) business days after Goods, unless Buyer's written and particularized claim is received by Seller (a) within ten (10) business days after receipt of Goods for all claims other than those for latent defects or (b) within ninety (90) days after receipt of Goods for a latent defects, provided, however, that in no case shall any claim be considered after Goods have been dyed, finished, cut, or processed in any manner. Within thirty (30) days after receipt of written notice of claimed defective Goods, Buyer shall make such Goods available without cost to Seller at a point designated by Seller (with failure to do so deemed acceptance and waiver of all claims for defect). If Seller determines a defect claim to be valid, Seller may, at its sole option and election, (i) replace any defective Goods, (ii) repair any defective Goods, (iii) accept return of any defective Goods and refund the purchase price therefor to Buyer, or (iv) pay to Buyer the ence in value of conforming Goods as of the scheduled Contract delivery date and the value of the Good ered. To the extent permitted by law, the foregoing is Buyer's exclusive remedy for any defective

9. Patent Infringement. Seller's delivery of Goods does not expressly, or by implication, grant Buyer any license or other right under any patent or copyright or grant authorization to infringe any patent or copyright. In the event the Goods, in the form delivered by Seller, are found by a court of competent jurisdiction to infringe a patent in Buyer's country, Buyer shall give Seller prompt written notice thereof, and Seller, at its option and discretion, shall either procure for Buyer the right to continue to use the Goods (in the form delivered by Seller) in Buyer's state tenter product or buyer dieright of contained ouse the cools in the normal energed by selent in buyer of country, replace the allegedly infringing Goods with non-infringing Goods, or accept a return of the allegedly infringing Goods for a refund of the purchase price paid by Buyer. The foregoing states the entire liability of selent with regard to any claim of patent infringement. Buyer shall indemnify, defend and hold Seller harmless against all damages and expenses arising from claims of infringement of patent rights on Goods specifically produced or modified at Buyer's request and against all damages or expenses arising from any infringement or from any misuse of any trade name, trademark, symbol, identification of material content, or other labeling used by Seller under

10. Force Majeure. Neither party shall be liable for loss or damage due to nonperformance resulting from any caus 10. Force Majeure. Neither party shall be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of a governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of Buyer's payment obligations hereunder (including any obligation with respect to opening a confirmed letter of credit) shall be excused on account of any such cause. In the event with respect to opening a confirmed letter of credit) shall be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party shall as soon as practical notify the other party thereof and shall at the same time, or the earliest practical date after such notice, specify any revised performanc schedule. In the event of any such excused delay, the time of performance by the affected party shall be extended for a period equal to the time lost by the affected party by reason of the delay. If the transaction is covered by a letter of credit, the letter of credit shall provide that receipt by the confirming or issuing bank of a copy of the notice of delay from Seller shall operate as the instruction of Buyer to said banks to amend the letter of credit to extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in said notice. extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in sain ontoic.

Il. Prices. All prices are exclusive of any applicable import duties and tariffs, Customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local sales, use, property, or value added taxes or other any taxes or official charges, all of which are Buyer's sole responsibility. Prior to Buyer's acceptance of the Contract Documents, Seller may change any price without notice. After such acceptance, Seller may change any price on undelivered Goods by giving Buyer at least fifteen (15) days' prior written notice, and in the event of such change, Buyers and the sell-state of the such taxes are the such taxes. er's sole recourse shall be the right to cancel this Contract as to any Goods for which such change in price applies, by written notice given to and received by Seller prior to the date when the change is to become effective. If Selle by written notice given to and received by Selier prior to the date when the change is to become effective. It selier is prevented by law, governmental decree, order, or regulation from making a change in price, or continuing a price already in effect, Seller may terminate this Contract after giving Buyer thirty (30) days' prior written notice.

12. Governing Law. For domestic sales, the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties. For international sales other than those made in the People's Republic of China, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of the Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of the Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from the Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in the Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws tion are to be settled in conformity with the internal laws of the jurisdiction, without regard to its conflict of laws principles. For international sales not governed by the Sales Convention, the internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and shall not govern any claim arising from or relating to this Contract or the sale or purchase of the Goods.

13. Dispute Resolution. Except as otherwise provided herein, any dispute arising out of or related to this Contract or the sale, use or purchase of the Goods shall be settled by binding arbitration in the Jurisdiction administered in accordance with Rules of Arbitration of the International Chamber of Commerce in effect on the date of such arbitration, and independent on the award rendered by the arbitrators of me network having court having

such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in the official language of the Jurisdiction. The arbitration award shall be stated in the currency specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction, and the reasons for the award shall be stated therein. The arbitrator(s) shall have no power to alter or modify any provision of this Contract. The parties shall equally share the arbitrator's fees and costs. Anything to the contrary in this Contract notwithstanding: (a) any claim by Buyer of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed breach occurs and (b) Seller may, in its sole discretion, apply to a court competent jurisdiction with respect to (i) any claims by Seller for amounts owed by Buyer in connection with a sale of the Goods to Buyer, (ii) any claims by Seller to enforce the agreement herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Seller's enforcement of the limitation period set forth hereinabove in respect of Buyer's claims; or (iva) claims by Seller for injunctive relief or interim measures to prevent or stop irreparable harm to Seller's rights or property. Buyer hereby irrevocably submits to the jurisdiction of the courts within the jurisdiction with respect to any such literation. litigation. If Seller files litigation in accordance with the foregoing, Buyer shall file no counterclaim therein that is arbitrable under this Contract.

14. Assignment and Delegation. Neither party shall transfer or assign this Contract, whether by operation of law 14. Assignment and Delegation. Newther party shall dailisted in assign this contract, whether by operation of any or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent shall be void and without force or effect. Except as otherwise expressly provided here in, this Contract is not intended to be for the benefit of, and shall not be enforceable by, any person not a party to it or the permitted assignee of such party.

15. Notices. Unless specified otherwise elsewhere in the Contract, all notices and similar communications provided 15. Notices. Unless specified otherwise eisewhere in the Contract, all notices and similar communications provided hereunder shall be in the English language or the language of the jurisdiction, in writing, and delivered by first-class, prepaid, registered mail of the postal service of the jurisdiction or reputable express courier service.

16. Miscellaneous. All rights and remedies hereunder shall be in addition to all other rights and remedies under applicable law, all of which shall be nonexclusive and cumulative. No waiver by either party of any default shall be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Contract. Buyer's acceptance of the Contract Degree and the Contract Degree and the Contract Degree and Degree Documents shall constitute Buyer's representation and warranty that it has obtained all necessary approvals. Documents shall constitute Buyer's representation and warranty that it has obtained all necessary approvals, licenses and permits required from any governmental authority in Buyer's country with respect to the shipment, importation, delivery or use of the Goods, and the payment of the Contract price and all other amounts due to Seller in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the jurisdiction. Seller shall have the right to cancel its performance under this Contract, and may withold or suspend performance of its responsibilities hereunder, for any failure or delay by Buyer in giving Seller assurances Seller may require, in its sole discretion, that all such approvals, licenses and permits have been obtained, in which event Buyer shall promptly reimburse and indemnify Seller for all damages, costs or losses incurred by Seller due to such failure or delay by Buyer. The parties shall maintain the confidentiality of this Contract, except to the extent disclarus its required by a positive by a wear information contained in this Contract, except to the extent disclarus its required by the parties of the parties of the property and the property of the contract of the contract of the contract of the property and the property of the contract of the contract of the property and the property of the contract of the disclosure is required by applicable law or information contained in this Contract is generally available to the public through no act or omission of the party receiving such information. In the event of any translation of the Contract into a language other than English, the provisions of the English-language version shall prevail allower in the event of any conflict in interpretation. CONSUMERS: Where Buyer is a "consumer" under applicable law, any explicit mer" warranty provided and any warranties or guarantees required under law shall apply in those provided in Sections 6 and 8 above; and in such "consumer" cases, Seller's liability is limited to fullest amount allowable under such "consumer" laws (this Contract is not intended to exclude, restrict or modify such laws)





# **EUROPE**

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